

agency for the Winston #42 - right hand 2Story - R - 24 ft. x 42 ft., Hilco Home".

Fourth: That on or about the 25th day of February, 1970, Complainant received a carbon copy of a letter from Mr. Charles W. Mock, Building Inspector for The City of Frederick, addressed to Mr. Harry Rhoderick, 704 Motter Avenue, Frederick, Md. 21701 in "RE: Property located at 905 Walnut Street" in which is stated in part

"I was surprised to find there is no stairway to the second floor, indicating to me that you intend to have two (2) apartments. In our conversation in this office some time ago, I informed you that there could not be any apartments in this R-3 zoning under any circumstances, but you laid off this house for apartments anyway".

It is further stated that this structure will not meet the requirements of the Building Code of Frederick City and the Plumbing Inspector has been requested to refuse sewer and/or water connections to this property until the building defects are corrected and a Certificate of Occupancy obtained therefor.

Fifth: That under Item 5 of the Agreement of Sale it is agreed as follows:

"5. That the payments made by Purchaser under this Agreement of Sale, are to be applied solely and exclusively for the finishing the building herein mentioned".

Sixth: That your Complainant upon receipt of the letter from the Building Inspector, aforesaid, advising Mr. Rhoderick that there could be no apartments in the R-3 zoning under any circumstances, made verbal demand upon Mr. Rhoderick for the return of the Five Thousand (\$5,000.00) Dollars, which demand was refused by Mr. Rhoderick, inasmuch as Mr. Rhoderick said that he did not have the money. That Complainant's Solicitor also made demand upon the